

## **CONTRACTOR AGREEMENT**

**THIS AGREEMENT** entered into this \_\_\_\_ day of July 2011, by and between HOUSING AUTHORITY OF THE CITY OF ALAMEDA (hereinafter referred to as "AHA"), and N.S. Construction and Painting (sole ownership), whose address is 4 Macomber Road, Danville CA, 94526, (hereinafter referred to as Contractor), in reference to the following:

### **RECITALS:**

A. AHA is a public body, corporate and politic, duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. AHA and Contractor desire to enter into an agreement for the interior and exterior renovations of the AHA offices building in accordance with Specifications, Special Provisions and Plans, filed in the office of the AHA on June 1, 2011

NOW, THEREFORE, it is mutually agreed by and between the undersigned as follows:

#### **1. TERM:**

The Contractor shall begin work within ten (10) calendar days after receiving Notice to Proceed from AHA to commence the work and shall diligently prosecute the work to completion before January 20, 2012.

#### **2. SERVICES TO BE PERFORMED:**

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with Scope of Work and Specifications, and General Conditions, which Scope of Work and Specifications, and General Conditions, are attached hereto as Exhibits "B", and "C", respectively, and are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein.

#### **3. COMPENSATION TO CONTRACTOR:**

Contractor shall be compensated for services performed pursuant to this Agreement in the amount of \$528,000.00. An additional \$52,800.00 shall be budgeted for potential change orders for a contract total not to exceed \$580, 00.00 and in a manner as set forth in Exhibit "A" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the AHA, with checks drawn on the treasury of said AHA, to be taken from the GF3-10 fund. Payment shall be made for 90 percent of the value of the work. The AHA shall retain 10 percent of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

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4. **TIME IS OF THE ESSENCE:**

Contractor and AHA agree that time is of the essence regarding the performance of this Agreement.

It is agreed by the parties to the Agreement that in case all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in paragraph 1 above, damage will be sustained by the AHA, and that it is and will be impracticable to determine the actual damage which the AHA will sustain in the event of and by reason of such delay and it is therefore agreed that the Contractor will pay to the AHA the sum of Two Hundred Dollars (\$200.00) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the AHA may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified the AHA shall have the right to extend the time for completion or not, as may seem best to serve the interest of the AHA; and if it decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Contractor, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which shall accrue during the period of such extensions.

The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the AHA, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Consultant shall within one (1) day from the beginning of such delay notify the AHA in writing of the causes of delay. The AHA shall ascertain the facts and the extent of the delay and its findings of the facts thereon shall be final and conclusive.

5. **STANDARD OF CARE:**

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA.

6. **INDEPENDENT PARTIES:**

AHA and Contractor intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by AHA to its employees, including but not limited to unemployment insurance, workers' compensation coverage, vacation and sick leave are available from AHA to Contractor, its employees or agents. Deductions shall not be

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made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify and hold AHA harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

**8. NON-DISCRIMINATION:**

Consistent with AHA's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, an AHA employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a breach of this Agreement.

Contractor certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741), in accordance with requirement of state and federal law. Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

- a. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- b. Selection for training, including interns and apprentices.

Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this paragraph.

Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

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In accordance with applicable state and federal law, Contractor shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

If the AHA finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which AHA may determine to cancel, terminate, or suspend this Agreement. While AHA reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated state and federal anti-discrimination laws shall constitute a finding by AHA that Contractor has violated the anti-discrimination provisions of Agreement.

The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this paragraph, AHA shall be entitled, at its option, to the sum of \$500.00 pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

Contractor hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Contractor receiving Federal Financial Assistance. In addition, Contractor shall comply with the Uniform Federal Accessibility Standards, and Contractor, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

Contractor's attention is directed to laws, including but not limited to:

**A. CIVIL RIGHTS/EQUAL OPPORTUNITY**

(1) Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(2) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

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**B. EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

(1) Section 3. Section 3 of the Housing and Urban Development Act of 1968 requires, in connection with the planning and carrying out of any project assisted under the Act, that to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing within the unit of local government or the metropolitan area in which the project is located in, or owned in substantial part by persons residing in the same metropolitan area as the project.

**C. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES**

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities including but not limited to:

(1) Nondiscrimination on the Basis of Disabilities (28 CFR 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs.

(2) Nondiscrimination on the Basis on Handicap (24 CFR 8). These regulations implement Section 504 of the Rehabilitation Act of 1973, as amended, as cited in Section 109 of the Housing and Community Development Act.

Any federally-assisted alteration to a facility, its permanent fixtures or equipment but not including normal maintenance or repairs, roofing, interior decoration or changes to its mechanical systems, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 CFR 3) and with paragraph (2) immediately below.

(3) Architectural Barrier Act of 1968. Any building or facility, excluding privately-owned residential structures, designed, constructed, or altered with federal funds shall comply with the Uniform Federal Accessibility Standards, 1984 (41 CFR 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

In resolving any conflict between the accessibility standards cited in paragraphs (1), (2) and (3) above, the more stringent standard shall apply.

**9. INDEMNIFICATION/HOLD HARMLESS:**

Contractor shall indemnify, defend, and hold harmless AHA, the City of Alameda, its City Council, boards, commissions, officers, employees and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Contractor's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

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**10. INSURANCE:**

On or before the commencement of the terms of this Agreement, Contractor shall furnish AHA with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the AHA by certified mail. It is agreed that Contractor shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to AHA and licensed to do insurance business in the State of California. Endorsements naming the AHA as additional insured shall be submitted with the insurance certificates.

**A. COVERAGE:**

Contractor shall maintain the following insurance coverage:

**(1) Workers' Compensation:**

Statutory coverage as required by the State of California.

**(2) Liability:**

Commercial general liability coverage in the following

minimum limits:

|                  |             |                 |
|------------------|-------------|-----------------|
| Bodily Injury:   | \$1,000,000 | each occurrence |
|                  | \$2,000,000 | aggregate       |
| Property Damage: | \$1,000,000 | each occurrence |
|                  | \$2,000,000 | aggregate       |

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

**(3) Automotive:**

Comprehensive automobile liability coverage in the following

minimum limits:

|                  |             |              |
|------------------|-------------|--------------|
| Bodily Injury:   | \$1,000,000 | per accident |
|                  | \$2,000,000 | aggregate    |
| Property Damage: | \$1,000,000 | per accident |
|                  | \$2,000,000 | aggregate    |

OR

Combined Single Limit: \$1,000,000 per accident

**B. SUBROGATION WAIVER:**

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, that Contractor shall look solely to its insurance for recovery. Contractor hereby grants to AHA, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or AHA with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against AHA by virtue of the payment of any loss under such insurance.

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**C. FAILURE TO SECURE:**

If Contractor, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, AHA shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

**D. ADDITIONAL INSURED:**

AHA, its Board of Commissioners, Housing Commission, officials, employees and volunteers shall be named as an additional insured under all insurance coverages, except workers' compensation insurance. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by AHA are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

**11. BONDS:**

Contractor shall furnish the following bonds from a bonding company acceptable to the Housing Authority Attorney:

**1) Performance:**

A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

**2) Payment:**

A payment bond in the amount of 100% of the total contract price is required to provide a source of compensation for unpaid subcontractors, suppliers, or workers who have furnished goods or services for the project.

**12. PROHIBITION AGAINST TRANSFERS:**

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of AHA. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from AHA under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to AHA by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be

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construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

**13. SUBCONTRACTOR APPROVAL:**

Unless prior written consent from AHA is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing an estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of AHA, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

**14. PERMITS AND LICENSES:**

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City of Alameda business license, that may be required in connection with the performance of services hereunder.

**15. REPORTS:**

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of AHA.

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by AHA.

Contractor shall, at such time and in such form as AHA may require, furnish reports concerning the status of services required under this Agreement.

**16. RECORDS:**

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by AHA that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of AHA or its designees, and gives AHA the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other



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documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

**17. NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to AHA shall be addressed to AHA at:

Housing Authority of the City of Alameda  
701 Atlantic Avenue  
ALAMEDA CA 94501-2161  
Attention: Robert G. Haun, Maintenance and Facilities Manager

All notices, demands, requests, or approvals from AHA to Contractor shall be addressed to Contractor at:

N.S. Construction and Painting  
4 Macomber Road  
DANVILLE, CA 94526  
Attention: Nick Stavrianopoulos, Sole Owner

**18. RESTRICTIONS ON LOBBYING:**

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.

**19. URBAN RUNOFF MANAGEMENT:**

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

A. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 1), in site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

B. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.

C. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day.

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At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of off site in an appropriate location.

D. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.

E. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each work day. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code §13385.

**20. REQUIREMENT TO PAY PREVAILING WAGES:**

Consistent with U.S. Department of Housing and Urban Development and State of California guidelines regarding payment of prevailing wage rates on public works projects, Contractor shall comply with all requirements set forth in Labor Code section 1770 et seq. The AHA shall require payment of the general rate of per diem wages or the general rate of per diem wages for holiday and overtime work. Contractor will submit weekly certified payroll records to the AHA for all employees and subcontractors in a pre approved format or an AHA-provided form. Any delay in remitting certified payroll reports to the AHA upon request from the AHA will result in either delay and/or forfeit of outstanding payment to Contractor.

**21. NO SMOKING, DRINKING OR RADIO USE:**

Contractor agrees and acknowledges that smoking of tobacco products, drinking alcoholic beverages, and listening to radios is prohibited at the work site, including individual units, common areas, and every building and adjoining grounds. Contractor shall ensure that his/her employees and suppliers comply with these prohibitions.

**22. UTILITIES:**

Contractor shall pay all charges for fuel, gas, water, electricity, telephone services and any other utilities necessary to carry on the operations of Contractor.

**23. NUISANCE:**

Contractor shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

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**24. SAFETY REQUIREMENT:**

All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. AHA reserves the right to issue restraints or cease and desist orders to Contractor when unsafe or harmful acts or conditions are observed or reported relative to the performance of the work under this Agreement.

Contractor shall maintain the work sites free of hazards to persons and/or property resulting from his or her operations. Any hazardous condition noted by Contractor, which is not a result of his or her operations, shall immediately be reported to AHA.

**25. HOURS OF OPERATION:**

Contractor shall be allowed to operate only for the hours of 8:00 a.m. to 4:30 p.m. unless prior written approval has been secured from AHA to do otherwise.

**26. TERMINATION:**

In the event Contractor hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Contractor from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the Agreement forthwith by giving to the Contractor written notice thereof.

AHA shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

**27. COMPLIANCES:**

Contractor shall comply with all laws, state or federal, all City of Alameda ordinances, and rules and regulations enacted or issued by AHA.

**28. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California.

**29. ADVERTISEMENT:**

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from AHA to do otherwise.

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30. **CONFIDENTIALITY:**

A. **Definition.** Confidential Information, as used in this Agreement, shall mean any AHA Client data.

B. **Nondisclosure and Nonuse Obligation.** Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to AHA of any unauthorized use or disclosure of Confidential Information.

C. **Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 26B ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

D. **Ownership and Return of Confidential Information and Other Materials.** All Confidential Information shall remain the property of the AHA. At AHA's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to AHA, at AHA's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

31. **WAIVER:**

A waiver by AHA of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

32. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both AHA and Contractor.

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33. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

34. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

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HOUSING AUTHORITY  
OF THE CITY OF ALAMEDA

---

Nick Stavrianopoulos  
Sole Owner

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Michael T. Pucci  
Executive Director

ed  
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HOUSING AUTHORITY OF THE CITY OF ALAMEDA (AHA)  
BID FORM

EXHIBIT A

PROJECT: EXTERIOR AND INTERIOR RENOVATIONS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA OFFICES

BID DEADLINE AND BID OPENING: TUESDAY MAY 26, 2011, 2:00 P.M. AT THE HOUSING AUTHORITY, 701 ATLANTIC AVENUE, ALAMEDA, CA.

1. The undersigned, having become familiar with the local conditions and federal requirements affecting the cost of work and with the Request for Proposal, hereby submits this bid for all work shown on the Contract Specifications. It is understood that the right is reserved by the Housing Authority to reject any and all bids. If written notice of acceptance of this bid is mailed or otherwise delivered to the undersigned within 90 days after the opening thereof, the undersigned agrees to execute the delivery of a contract in the prescribed form.
2. A bid bond in the amount of five percent (5%) of the bid amount is required as security for this bid.
3. The bidder represents that he/she has [✓] / has not [ ] participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114 or 11246 (see excerpts following this form); that he/she has [✓] / has not [ ] filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts, which are exempt from this clause.)
4. The contractor covenants and agrees that he/she possesses the necessary skill required to determine the adequacy of the drawings and specifications for the purpose of arriving at the contract price, and that he/she has exercised this skill, and that he/she find said drawings and specifications fit and sufficient for the purpose intended and free from ambiguities.
5. Each bidder must possess a valid California Contractor's license in the Classification covering the work required by this contract at the time of the bid opening date.

AWARD WILL BE MADE BASED UPON THE LOWEST RESPONSIVE AND RESPONSIBLE  
CONTRACTOR'S BASE BID AMOUNT

PROVIDE PRICING FOR THIS PROJECT AS FOLLOWS:

All bidders attest to having examined the Invitation for Bids (IFB), including the Contract Specifications as Modified and the project site. Bidders must complete and submit this form as a part of their bid.

The undersigned proposes to complete the Scope of Work as outlined in the specifications for the following amount:

BASE BID (PHASE 1 & 2) TOTAL: 408,500.00

BID ALTERNATIVE 1 (PHASE 3) TOTAL: 82,000.00

BID ALTERNATIVE 2 (PHASE 4) TOTAL: 37,500.00

ACKNOWLEDGEMENT OF ADDENDA:

Addenda #1 \_\_\_\_\_ Date: MAY 26-11

Addenda #2 \_\_\_\_\_ Date: \_\_\_\_\_

Change orders will only cover unknown conditions. The total number of additional hours is not expected to exceed 10% of the total amount indicated above.

# EXHIBIT A

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.  
The following are excerpts from Executive Orders 10925, 11114 and 11246.

## Executive Order 10925

### Establishing the President's Committee on Equal Employment Opportunity

This Executive Order established the President's Committee on Equal Employment Opportunity. It outlines obligations under government contracts and subcontracts. It includes the following provisions:

"(1) the contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin....

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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## Executive Order 11114

### Extending the Authority of the President's Committee on Equal Employment Opportunity

This Executive Order amends the previous Executive Order to clarify the authority of the President's Committee on Equal Employment Opportunity.

Section 301 of Executive Order No. 10925 of March 6, 1961, is amended to read: Except in contracts exempted in accordance with section 303 of this order, all Government contracting agencies shall include in every Government contract hereafter entered into the provisions that are shown in the Housing Authority's standard contract.

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## Executive Order 11246

### EEO and Affirmative Action Guidelines for Federal Contractors Regarding Race, Color, Gender, Religion, and National Origin

This Executive Order outlines the affirmative action guidelines required for contracts involving federal funding. Each Government contractor with 50 or more employees and \$50,000 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments.

A written affirmative action program helps the contractor identify and analyze potential problems in the participation and utilization of women and minorities in the contractor's workforce. If there are problems, the contractor will specify in its AAP the specific procedures it will follow and the good faith efforts it will make to provide equal employment opportunity. Expanded efforts in outreach, recruitment, training and other areas are some of the affirmative steps contractors can take to help members of the protected groups compete for jobs on equal footing with other applicants and employees.

BID SUBMITTED BY:

**EXHIBIT A**

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Housing Authority of the City of Alameda will be relying on this certification if it awards the Contract to the undersigned.

NICK STAVRIANPOULOS CONTR. & PAINTING 925-389-1122  
Name of Company Phone:

4 HAZENBERRY RD DANVILLE CA 94526  
Address of Company

*Nick Stavrianopoulos*  
Signature of Authorized Representative

NICK STAVRIANPOULOS  
Printed name of Authorized Representative

566459 5-31-2013  
CA Contractors License # and expiration date

END OF DOCUMENT